

## Memorandum of Agreement

This Memorandum of Agreement is being entered into by Huliau Aloha, LLC and the \_\_\_\_\_ on this **insert date.**

### I. **Mutual Understanding Between Huliau Aloha, LLC and \_\_\_\_\_**

- A. The Parties share the belief that a secondary (7-12) Hawaiian Immersion school whose curriculum and instruction is disseminated in the Hawaiian language and reflects the mo'olelo, practices and traditions of the 'Ewa Moku should exist.
- B. In pursuit of such goal, the Parties agree to engage in meaningful collaboration that leverages the existing resources, skill sets and expertise of both parties to:
  - a. build the foundation for professional development of kumu who will lead the school community
  - b. build the foundation for 'ohana and community engagement to support the school community

### II. **Scope of Participation by the Parties**

- A. Huliau Aloha, LLC shall:
  - 1. Prepare essential materials for grant submission to support programming for the 'Ewa Moku Secondary Immersion School
  - 2. Build strategic partnerships to create resources and infrastructure for school planning and day to day operations
  - 3. Provide project management services for the planning and execution of all identified strategies
  - 4. Meet with \_\_\_\_\_ Executive Director and Board of Directors as needed to guide project oversight and accountability
  - 5. Cocreate a culture of mutual respect and professionalism founded upon clear communication, transparency and consistent and frequent sharing of resources and information to meet identified goals and objectives
- B. Organization shall:
  - 1. Provide initial administrative support (e.g. submitting and accepting grants, disbursement of funds to carry out programmatic operations, accounting, etc.)
  - 2. Provide access to staff, teachers, curriculum and other resources of the organization that represent existing \_\_\_\_\_ place-based, 'āina-based and project-based programs that reflect the mo'olelo, traditions and practices of the 'Ewa Moku
  - 3. Meet with Huliau Aloha, LLC Owner as needed to guide project oversight and accountability.

4. Cocreate a culture of mutual respect and professionalism founded upon clear communication, transparency and consistent and frequent sharing of resources and information to meet identified goals and objectives

**III. Duration and Compensation**

**1. Amount and Time**

1. This agreement will be in effect for 12 months starting from the date of the last signature of the Parties affixed below. Extending the agreement for another 12 month period will be based on mutual discussion by both parties to happen within the last quarter of the existing agreement.

**2. Invoicing and Billing**

1. Huliau Aloha, LLC will provide a Form W-9 for payment

**3. Compensation**

1. Huliau Aloha, LLC intends to be paid as an independent consultant to MLC to perform the services as outlined in Section II
2. \_\_\_\_\_ will be compensated for its services as outlined in Section II

**IV. Conflict of Interest**

The Parties represent that they presently have no interest and promise that they shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services under this MOA.

**V. Prohibited Discrimination**

The Parties shall comply with all applicable federal and state laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, or disability in employment or any condition of employment or in participation in the benefits of the services provided under this MOA.

**VI. Modification of MOA**

No addition to or modification of any provision contained in this MOA shall be effective unless set forth in writing by all Parties. If any changes are made to this MOA, (1) an updated version of the MOA will be executed by the appropriate signatories, and (2) a fully copy of the updated MOA will be kept by all signing Parties and sent to Huliau Aloha, LLC and \_\_\_\_\_.

**VII. OTHER**

- A. **APPLICABLE LAW:** This Agreement will be governed by the laws of the State of Hawai'i.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year first above written.

CLIENT		CONTRACTOR (Huliau Aloha, LLC)	
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	Date	Andrea Dias-Machado	Date
		Owner	
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	Date		